

APPLICANT AGENCY	OTS GRANT NUMBER
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The following attachments are included herein and constitute a part of this Grant Agreement:

1. OTS-38 – Page 1	5. Schedule C – Quarterly Evaluation Data (when required)
2. Schedule A – Grant Description	6. OTS-33 – Acceptance of Conditions and Certifications
3. Schedule B – Detailed Budget Estimate for Grant Costs	7. General Terms, Conditions, and Certifications (OTS Grant Program Manual (GPM), Exhibit 6A. GPM available on-line at <a href="http://www.ots.ca.gov">www.ots.ca.gov</a> )
4. Schedule B-1 – Budget Narrative	

## **TERMS AND CONDITIONS**

It is understood and agreed by the Grantee that grant funds received as a result of this Agreement are subject to all applicable federal and state regulations governing grants and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual which includes but is not limited to:

## **REPORTS/ CLAIMS FOR REIMBURSEMENT**

- Quarterly Performance Reports and Reimbursement Claims must be submitted by the Grantee to the Office of Traffic Safety (OTS) by January 30, April 30, July 30, and October 30, during each year of grant operation. The failure to timely submit complete and correct claims within sixty (60) days of their due dates may constitute Grantees irrevocable waiver of any right to thereafter recover from Grantor any part of those waived grant sums which may thereafter be reallocated or reverted by Grantor.
- OTS will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a Grantee fails to comply with any applicable term or condition of this Grant Agreement or program guidelines (**GPM, Chapter 3.11**). This may include, but is not limited to, the following:
  - Failure to submit acceptable and timely reimbursements claims;
  - Failure to submit acceptable and timely quarterly performance reports;
  - Failure to submit an acceptable and timely Schedule C, Quarterly Evaluation Data (OTS-38g, applies only when a Schedule C has been required);
  - Failure to comply with requirement of the Single Audit Act (**GPM, Chapter 4.11**); and
- By October 30, “continuing” grants must submit a September 30 claim and a written justification to support carrying forward the remaining grant year unexpended funds. September 30 claims and written justifications, supporting the carrying forward of these prior year unexpended funds submitted after November 30 may not be processed and the prior claim (i.e., June 30) will be considered the year-end claim in order to close out the federal fiscal year ending September 30. In addition, these unexpended funds will be de-obligated and allocated to new grants.

## **SUB-CONTRACTS**

Grantee may enter into subcontract(s) to perform applicable provisions of this Grant Agreement. The Grantee is responsible for ensuring that all activities delegated to subcontractors are in support of this Grant Agreement.

4. Consultants and/or sub-contractors shall be selected in accordance with the grantee agency procurement policies and procedures in order to comply with the terms of this agreement and in accordance with OTS GPM Chapter 6 Procurement & Contract Administration and Exhibit 6-A General Terms, Conditions, and Certifications.

The Grantee, consultant, contractor and/or sub-contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the Grant Agreement and 49 CFR Part 18, and/or CFR Part 19 whichever is applicable.

Grantor is not obligated to make any payment under any agreement prior to final execution or outside the terms of the sub-contract period. Contractor/Grantee Agency expenditures incurred prior to final sub-contract execution are taken at the risk of that Contractor/Grantee Agency and will be considered unallowable if that agreement/sub-contract is not executed.

## **AVAILABILITY OF FUNDS**

5. If, during the term of the Grant award, federal funds become reduced or eliminated, OTS may immediately terminate or reduce the Grant award sum for allowable and uncancelable grant costs incurred following receipt of Grantor's written notice to the Grantee.
6. Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on Page 2, Section 9 of the approved Grant Agreement.

## **REVISIONS**

7. Grant Agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM, Chapter 3.9 and conforming to the revision examples provided in Chapter 3.8. All appropriate documentation required to request a grant revision requiring Grantor's approval (i.e. budget category increases, etc.) must be timely submitted to Grantor.
8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. Those additional applicable terms and conditions identified in the OTS **GPM, Chapter 6, General Terms, Conditions, and Certifications (Exhibit 6-A)**, are incorporated herein by reference and made a part of this Agreement.

## **TRAFFIC ENFORCEMENT AGENCIES ONLY:**

10. Full time Grantee traffic enforcement personnel and any equipment funded under this Grant shall be dedicated solely to Grant supported enforcement tasks unless a criminal offense is committed in

the officer's presence and response to an officer in distress is initiated, and a riot requires that all available enforcement personnel be committed in response.

11. By signing this document the Grantee certifies that it is not suspended or debarred from doing business with the Federal Government.

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We, the officials named below, hereby swear that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. Executed on the date and in the county named below and made under penalty of perjury under the laws of the State of California.

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GRANT DIRECTOR'S NAME

EXECUTED IN THE COUNTY OF

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GRANT DIRECTOR'S SIGNATURE

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DATE EXECUTED

➤  
TITLE

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AUTHORIZING OFFICIAL'S NAME

EXECUTED IN THE COUNTY OF

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AUTHORIZING OFFICIAL'S SIGNATURE

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DATE EXECUTED

➤  
TITLE